

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YETI COOLERS, LLC		12/17/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	555 California Street, 4th Floor		
Internal Address:	CA5-705-04-09		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 115			
Property Type	Number	Word Mark	
Registration Number:	5893053	DAYTRIP	
Registration Number:	5886316	TUNDRA HAUL	
Registration Number:	5869398	CAMINO	
Registration Number:	5869391	PANGA	
Registration Number:	5846710	LOWLANDS	
Registration Number:	5808593	YETI	
Registration Number:	5776845	YETI	
Registration Number:	5764211	LOADOUT	
Registration Number:	5764172	LOADOUT	
Registration Number:	5751729	SILO	
Registration Number:	5746245	SIDEKICK DRY	
Registration Number:	5743274	HOPPER	
Registration Number:	5718663	YETI SHOP	
Registration Number:	5677586	SIDEKICK	
Registration Number:	5664037	YETI	
Registration Number:	5619235	HONDO	
Registration Number:	5601737	YETI	
Registration Number:	5597223	HONDO	
TRADEMARK			

OP \$2890.00 5893053

Property Type	Number	Word Mark
Registration Number:	5590715	YETI
Registration Number:	5470228	BUILT FOR THE WILD
Registration Number:	5470227	BUILT FOR THE WILD
Registration Number:	5470226	BUILT FOR THE WILD
Registration Number:	5460843	BUILT FOR THE WILD
Registration Number:	5451123	
Registration Number:	5450279	BUILT FOR THE WILD
Registration Number:	5438798	YETI
Registration Number:	5380505	RAMBLER
Registration Number:	5341587	YETI
Registration Number:	5311357	
Registration Number:	5311356	
Registration Number:	5171380	HOPPER FLIP
Registration Number:	4410895	TUNDRA
Registration Number:	4097890	YETI
Registration Number:	3323853	YETI
Serial Number:	88633765	YETI PRESENTS
Serial Number:	88633755	YETI
Serial Number:	88633691	BUILT FOR THE WILD
Serial Number:	88633675	BUILT FOR THE WILD
Serial Number:	88633659	BUILT FOR THE WILD
Serial Number:	88577379	YETI FLEX ICE
Serial Number:	88577362	YETI BLOCK ICE
Serial Number:	88515315	YETI
Serial Number:	88515304	YETI
Serial Number:	88515295	YETI
Serial Number:	88515281	YETI
Serial Number:	88515272	YETI
Serial Number:	88515265	T-REX
Serial Number:	88515254	YETI ICE
Serial Number:	88453081	RAMBLER
Serial Number:	88453075	CROSSROADS
Serial Number:	88453067	YETI
Serial Number:	88453057	YETI V SERIES
Serial Number:	88453037	TRAILHEAD
Serial Number:	88453031	TRAILHEAD
Serial Number:	88453023	TRAILHEAD
Serial Number:	88453013	YETI SUPPLY & GO

Property Type	Number	Word Mark
Serial Number:	88380024	YETI
Serial Number:	88340574	CAMPLEISURE
Serial Number:	88235891	LOADOUT GOBOX
Serial Number:	88215001	COLOR INSPIRED BY TRUE EVENTS
Serial Number:	88214999	COLOR INSPIRED BY TRUE EVENTS
Serial Number:	87942912	HAUL
Serial Number:	87885801	YETI
Serial Number:	87835137	LOWLANDS
Serial Number:	87814395	YETI
Serial Number:	87814389	YETI
Serial Number:	87814380	YETI
Serial Number:	87814269	YETI
Serial Number:	87814260	YETI
Serial Number:	87814248	YETI
Serial Number:	87814221	YETI
Serial Number:	87814214	YETI
Serial Number:	87787865	TOCAYO
Serial Number:	87630069	HOPPER BACKFLIP
Serial Number:	87582506	EASYBREATHE
Serial Number:	87582490	FLEXGRID
Serial Number:	87565215	CAMINO
Serial Number:	87440872	HONDO
Serial Number:	87400733	YETI
Serial Number:	87400729	YETI
Serial Number:	87400720	YETI
Serial Number:	87400713	YETI PRESENTS
Serial Number:	87400706	YETI PRESENTS
Serial Number:	87400703	YETI PRESENTS
Serial Number:	87400688	YETI PRESENTS
Serial Number:	87400682	YETI PRESENTS
Serial Number:	87400678	YETI PRESENTS
Serial Number:	87400675	YETI PRESENTS
Serial Number:	87400662	YETI PRESENTS
Serial Number:	87400658	YETI PRESENTS
Serial Number:	87400652	YETI PRESENTS
Serial Number:	87400648	YETI PRESENTS
Serial Number:	87400643	YETI PRESENTS
Serial Number:	87400641	YETI PRESENTS

Property Type	Number	Word Mark
Serial Number:	87400637	
Serial Number:	87400626	
Serial Number:	87400609	
Serial Number:	87400604	
Serial Number:	87400596	
Serial Number:	87384531	PANGA
Serial Number:	87166743	YETI
Serial Number:	87166722	YETI
Serial Number:	87166711	TUNDRA
Serial Number:	87166688	YETI
Serial Number:	87166651	YETI
Serial Number:	87153516	FLIP
Serial Number:	87148050	YETI CUSTOM SHOP
Serial Number:	87148047	YETI CUSTOM SHOP
Serial Number:	87148042	YETI CUSTOM SHOP
Serial Number:	87148034	YETI CUSTOM SHOP
Serial Number:	87148028	YETI CUSTOM SHOP
Serial Number:	87147935	YETI CUSTOM SHOP
Serial Number:	87039333	BUILT FOR THE WILD
Serial Number:	87039329	BUILT FOR THE WILD
Serial Number:	87039325	BUILT FOR THE WILD

CORRESPONDENCE DATA

Fax Number: 7043311159

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7043311000

Email: PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER: 017625.005233

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 12/19/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT dated as of December 17, 2019 (this "Agreement"), among the Subsidiary Loan Parties from time to time party hereto and Bank of America, N.A. ("BAML"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of May 19, 2016, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among YETI Holdings, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and BAML, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of May 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other Subsidiary Loan Parties from time to time party thereto and BAML, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all United States trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, and all extensions or renewals thereof, including those listed on Schedule I;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing, no Trademark Collateral shall include any Excluded Assets.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

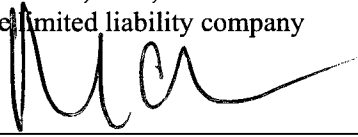
SECTION 5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

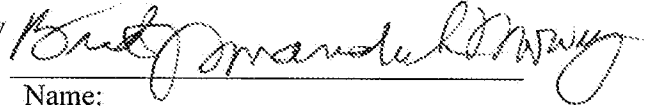
YETI COOLERS, LLC,
a Delaware limited liability company

by



Name: Paul Carbone
Title: Senior Vice President, Chief Financial
Officer and Treasurer

BANK OF AMERICA, N.A., as
Administrative Agent

by 

Name:

Title: **Bridgett J. Manduk Mowry**
Vice President

SCHEDULE I

Trademarks/Trade Names Owned by YETI Coolers, LLC

Trademark Registrations

Mark	Reg. No.	Reg. Date
DAYTRIP	5893053	10/22/19
TUNDRA HAUL	5886316	10/15/19
CAMINO	5869398	09/24/19
PANGA	5869391	09/24/19
LOWLANDS	5846710	08/27/19
YETI	5808593	07/16/19
YETI	5776845	06/11/19
LOADOUT	5764211	05/28/19
LOADOUT	5764172	05/28/19
SILO	5751729	05/14/19
SIDEKICK DRY	5746245	05/07/19
HOPPER	5743274	05/07/19
YETI SHOP	5718663	04/09/19
SIDEKICK	5677586	02/19/19
YETI	5664037	01/29/19
HONDO	5619235	11/27/18
YETI (Stylized)	5601737	11/06/18
HONDO	5597223	10/30/18
YETI	5590715	10/23/18
BUILT FOR THE WILD	5470228	05/15/18
BUILT FOR THE WILD	5470227	05/15/18
BUILT FOR THE WILD	5470226	05/15/18
BUILT FOR THE WILD	5460843	05/01/18
Design Only	5451123	04/24/18
BUILT FOR THE WILD	5450279	04/17/18
YETI	5438798	04/03/18
RAMBLER	5380505	01/16/18
YETI	5341587	11/21/17
Design Only	5311357	10/17/17
Design Only	5311356	10/17/17
HOPPER FLIP	5171380	03/28/17
TUNDRA	4410895	10/01/13
YETI and Design	4097890	02/14/12
YETI	3323853	10/30/07

Trademark Applications

Mark	Appl. No.	Filing Date
YETI PRESENTS	88633765	09/27/19
YETI	88633755	09/27/19
BUILT FOR THE WILD	88633691	09/27/19
BUILT FOR THE WILD	88633675	09/27/19

BUILT FOR THE WILD	88633659	09/27/19
YETI FLEX ICE	88577379	08/13/19
YETI BLOCK ICE	88577362	08/13/19
YETI	88515315	07/15/19
YETI	88515304	07/15/19
YETI	88515295	07/15/19
YETI	88515281	07/15/19
YETI	88515272	07/15/19
T-REX	88515265	07/15/19
YETI ICE	88515254	07/15/19
RAMBLER	88453081	05/30/19
CROSSROADS	88453075	05/30/19
YETI	88453067	05/30/19
YETI V SERIES	88453057	05/30/19
TRAILHEAD	88453037	05/30/19
TRAILHEAD	88453031	05/30/19
TRAILHEAD	88453023	05/30/19
YETI SUPPLY & GO	88453013	05/30/19
YETI	88380024	04/10/19
CAMPLEISURE	88340574	03/14/19
LOADOUT GOBOX	88235891	12/19/18
COLOR INSPIRED BY TRUE EVENTS	88215001	12/03/18
COLOR INSPIRED BY TRUE EVENTS	88214999	12/03/18
HAUL	87942912	05/31/18
YETI	87885801	04/20/18
LOWLANDS	87835137	03/15/18
YETI	87814395	02/28/18
YETI	87814389	02/28/18
YETI	87814380	02/28/18
YETI	87814269	02/28/18
YETI	87814260	02/28/18
YETI	87814248	02/28/18
YETI	87814221	02/28/18
YETI	87814214	02/28/18
TOCAYO	87787865	02/07/18
HOPPER BACKFLIP	87630069	10/02/17
EASYBREATHE	87582506	08/24/17
FLEXGRID	87582490	08/24/17
CAMINO	87565215	08/11/17
HONDO	87440872	05/08/17
YETI	87400733	04/06/17
YETI	87400729	04/06/17
YETI	87400720	04/06/17
YETI PRESENTS	87400713	04/06/17
YETI PRESENTS	87400706	04/06/17
YETI PRESENTS	87400703	04/06/17
YETI PRESENTS	87400688	04/06/17
YETI PRESENTS	87400682	04/06/17
YETI PRESENTS	87400678	04/06/17

YETI PRESENTS and Design	87400675	04/06/17
YETI PRESENTS and Design	87400662	04/06/17
YETI PRESENTS and Design	87400658	04/06/17
YETI PRESENTS and Design	87400652	04/06/17
YETI PRESENTS and Design	87400648	04/06/17
YETI PRESENTS and Design	87400643	04/06/17
YETI PRESENTS and Design	87400641	04/06/17
Design Only	87400637	04/06/17
Design Only	87400626	04/06/17
Design Only	87400609	04/06/17
Design Only	87400604	04/06/17
Design Only	87400596	04/06/17
PANGA	87384531	03/24/17
YETI (Stylized)	87166743	09/09/16
YETI	87166722	09/09/16
TUNDRA	87166711	09/09/16
YETI (Stylized)	87166688	09/09/16
YETI	87166651	09/09/16
FLIP	87153516	08/29/16
YETI CUSTOM SHOP and Design	87148050	08/23/16
YETI CUSTOM SHOP and Design	87148047	08/23/16
YETI CUSTOM SHOP and Design	87148042	08/23/16
YETI CUSTOM SHOP and Design	87148034	08/23/16
YETI CUSTOM SHOP	87148028	08/23/16
YETI CUSTOM SHOP	87147935	08/23/16
BUILT FOR THE WILD	87039333	05/17/16
BUILT FOR THE WILD	87039329	05/17/16
BUILT FOR THE WILD	87039325	05/17/16
YETI (Stylized)	79180405 (IR 1282963)	09/10/15